



State of Connecticut
DIVISION OF CRIMINAL JUSTICE

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**PREPARED REMARKS OF STATE'S ATTORNEY KEVIN D. LAWLOR
TO THE JUDICIARY COMMITTEE**

**H.B. NO. 6629 (RAISED): AN ACT CONCERNING DOMESTIC VIOLENCE
SECTIONS 16-22**

March 30, 2011

First of all I want to thank the members of the committee for the invitation to write to you on this important topic. I am the State's Attorney for the Judicial District of Ansonia-Milford and my testimony today is on behalf of the Division of Criminal Justice. My written remarks will focus on some of the shortcomings in our criminal justice system which my office uncovered as we investigated the murder of Shengyl Rasim on January 17, 2010. This testimony concerns one area of HB 6629, AAC Domestic Violence.

As background, on January 17, 2010, Selami Ozdemir brutally shot his young wife, Shengyl Rasim, as she held her crying infant in her arms and their young son slept in the next room. During the prior 4 months, Mr. Ozdemir was arrested by the West Haven Police Department on two separate occasions for domestic violence offenses involving his wife. On both occasions, Mr. Ozdemir was bonded out by a bail bondsman. Shortly after his release on his second arrest, Ozdemir returned to the home and armed with a friends semi-automatic handgun, shot her multiple times. He then turned the gun on himself. Mr. Ozdemir died from a self-inflicted gunshot wound to the head.

My office's investigation focused on determining the exact chain of events leading up to the murder and also to identify gaps in the system that might have prevented the tragedy. My office identified several issues in this case. The one I will focus on this morning is the bail bondsman's ability to bond out Mr. Ozdemir without obtaining any monetary compensation from the accused.

A troubling factual allegation in this matter involves the ability of Mr. Ozdemir's bail bondsman to obtain his release without receiving any payment whatsoever. Normally, a professional bondsman obtains a premium of between 7% and 10% of the bond posted in exchange for a suspect's release. Under the United States Constitution, bail must be reasonable and is designed to assure a defendant's future appearance in court. Police and the courts are required by statute to take a number of factors into consideration when determining the amount of bond to be set in any particular case including reasonably assuring the safety of other persons involved in the case, see C.G.S. §54-64a(2). Currently, Connecticut state law, C.G.S. §29-151 does not prevent a professional bondsman from posting a bond for an arrestee and not taking any fee. This statute merely provides a maximum allowable percentage fee but not a minimum required fee. Theoretically, an arrestee could obtain his release on a one million dollar bond without providing any money to anyone if a bondsman is willing to post the bond for free. This is currently a business decision made by a private party who has no responsibility to weigh the significant public safety risks associated with his decision. The bondsman is also not

currently required to immediately fill out any paperwork outlining the contractual relationship between the parties.

In the Ozdemir case, police set a \$25,000.00 bond based on the seriousness of the charges, the repeated activity against the victim, the defendant's current criminal record and other factors. Under normal circumstances, the defendant would have had to raise \$2500.00 to pay the bondsman prior to his release or provide \$25,000 cash himself to the police. His ability to immediately be released prevented any cooling off period and allowed him to immediately leave the police department and obtain the handgun used in this homicide.

An area of major concern in HB 6629 is the legalization of "premium finance arrangements" which will allow bail bondsmen to accept only a portion of the percentage required by law and accept a promissory note for the remainder of the fee in exchange for the accused release. As currently written, section 19 (b) of the bill will allow the bondsmen to accept only 35% of their fee upfront and enter into a civil promissory note for the other 65% of the fee. This is simply legalized undercutting which is the main problem uncovered in our investigation of the Rasim murder-suicide. Under this scheme, a person with a \$25,000 bond as set in the Rasim case will have to post only \$875.00 (35% of the 10% total fee required by law) to obtain his release.

Furthermore, this portion of the bill as written is for all intents and purposes unenforceable. Section 19 (b) of the bill lists many prohibited activities by bail bondsmen but does not specify any penalties for non-compliance. Also, how is the Insurance Department supposed to enforce the requirement that the entire fee be collected within 17 months? The bail bondsmen are supposed to make "diligent efforts" to collect the debt yet there is no definition for what "diligent efforts" means. Are they allowed to settle the civil suit for less than the full amount owed? What are they to do with the civil suit if the defendant is in jail as a result of a conviction for the offense? Civil cases can take two to three years to resolve, who is watching the end result? The simple answer is no one will be able to keep track of these arrangements and they will simply be another way for undercutting to occur.

Our current system, where an individual can post only a nominal amount and be released on bond has had an unexpected consequence: bail inflation. This problem has created a system where no one knows how much a person needs to post to be released from pre-trial incarceration. Prosecutors, Judges and Bail Commissioners increase the recommended amounts in some cases to attempt to guard against this problem. Simply put, right now the numbers are not real, it's like monopoly money. Just this past February, in my court, an individual failed to appear on a serious armed robbery. At his arraignment, it was pointed out it was a dangerous offense and he was a serious risk of flight because he was a Polish born legal alien. The Judge set a \$200,000 bond. One month later, when he failed to appear for court we found out that his family only had to post \$2000 or 1% of his bond to secure his release. These types of "premium finance arrangements" will only exacerbate this problem. The rule should be simple: the defendant should have to pay a flat percentage of the bond upfront to the bail bondsman to obtain his release.

Thank you for allowing me to write to you on this important topic. I would be happy to answer any questions that committee members may have.